

**AGREEMENT**  
**BETWEEN**  
**CITY OF ELIZABETH, NEW JERSEY**  
**AND**  
**Elizabeth Fire Department**  
**EMERGENCY MEDICAL SERVICE**  
**SUPERVISORS**

**JULY 1, 2009 THROUGH JUNE 30, 2013**

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## **Preamble**

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 between the City of Elizabeth, in the County of Union of the State of New Jersey, hereinafter referred to as the "City or "Employer" and the Elizabeth Fire Department Emergency Medical Supervisors, hereinafter referred to as the "EFD EMS Supervisors, supervisor or employee", is designed to promote a harmonious relationship between the City, the Elizabeth Fire Department Emergency Medical Supervisors.

## **Article 1**

### **Access**

A duly authorized representative of the Supervisors, designated in writing, after reporting to the Office of the Business Administrator or his/her designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the terms and/or conditions of this contract are being breached. Upon request, the Supervisors representative shall state the purpose of his/her visit. Except in emergency, at least four (4) hours advance notice must be given by telephone. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

## Article 2

### **Rules and Regulations**

1. The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with any provisions of this Agreement. Copies of such rules and regulations shall be furnished to the Supervisors.
2. All new or changed policies and procedures shall be given in writing to the Supervisors ten (10) working days prior to the EMBA-IAEP awareness to be able to review and properly prepare so the new policy/procedure may be carried out appropriately.
3. It is understood that Supervisors shall comply with all rules and regulations made by the City. Supervisors shall promptly and efficiently execute the instructions and orders of the Fire Director and EMS Superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedures set forth in Article VIII of this contract.
4. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to pursue disciplinary action in accordance to New Jersey Civil Service rules and regulations pertaining to disciplinary action.

### Article 3

#### **Grievance Procedure and Arbitration**

1. In the event that any difference or dispute arises between the City and the supervisor or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within twenty (20) business days of its occurrence or employee's knowledge of occurrence

Step 1: between the aggrieved employee and his/her immediate Administrative Supervisor. If no satisfactory agreement is reached within five (5) business days, then:

Step 2: between the aggrieved employee and the Fire Director or his/her Designee. Should no acceptable agreement be reached within five (5) business days, then:

Step 3: between an official of the EFD EMS Supervisors in conference with the Fire Director or his/her designee. Should no acceptable agreement be reached within five (5) business days then:

Step 4: the matter may be referred to arbitration by the City or the Supervisor only.

2. Either party may notify the other in writing, by certified mail or electronic mail, not later than ten (10) business days after the "Step 3" meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) business days, the moving party may request either the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) to designate the arbitrator in accordance with their respective rules and regulations.

3. The arbitrator shall be limited to the issue presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision of the arbitrator shall be final and binding. The cost of the impartial arbitrator shall be borne equally by both parties.

4. Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

5. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

(a) Involves the existence of alleged violation of any agreement other than the present agreement between the parties;

- (b) Involves issues which were discussed at negotiations but not covered by the terms and conditions of this Agreement;
- (c) Involves an alleged violation of any implied or assumed obligation not a part of this agreement;
- (d) Would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title or other designation of an employee's job classification;
- (e) Would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or re-assign work, provided such assignment or re-assignment does not conflict with the provisions of this contract;
- (f) Pertains in any way to the administration, interpretation of insurance, pension, savings or any other benefit plans in which covered employees are eligible to participate;
- (g) Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.



## Article 4

### **Hours of Work**

1. It is agreed that the normal work week for the permanent employees performing Emergency Medical Service Supervisor duties shall be a maximum of forty (40) hours of work every week.

2a. There shall be two (2) permanent work weeks. For employees assigned to the day shift, the work week shall begin on Monday at 12:00 p.m., shall consist of seven consecutive calendar days, and shall terminate at 11:59 a.m. the following Monday. For employees assigned to the night shift, the work week shall begin on Tuesday at 12:00 a.m., shall consist of seven consecutive calendar days and shall terminate at 11:59 p.m. the following Monday.

2b. Example of work schedule

Title per shift	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su
1	0	0	12	12	12	0	0	8	12	0	0	0	12	12
2	0	0	12	12	12	0	0	12	8	0	0	0	12	12
3	0	0	8	12	12	0	0	12	12	0	0	0	12	12
4	0	0	12	8	12	0	0	12	12	0	0	0	12	12
5	0	0	12	12	8	0	0	12	12	0	0	0	12	12
6	0	0	12	12	12	0	0	12	12	0	0	0	8	12
7	0	0	12	12	12	0	0	12	12	0	0	0	12	8
8	0	0	12	12	12	0	0	12	8	0	0	0	12	12
9	8	12	0	0	0	12	12	0	0	12	12	12	0	0
10	12	8	0	0	0	12	12	0	0	12	12	12	0	0
11	12	12	0	0	0	12	12	0	0	8	12	12	0	0
12	12	12	0	0	0	12	12	0	0	12	8	12	0	0
13	12	12	0	0	0	12	12	0	0	12	12	8	0	0
14	12	12	0	0	0	8	12	0	0	12	12	12	0	0
15	12	12	0	0	0	12	8	0	0	12	12	12	0	0
16	12	8	0	0	0	12	12	0	0	12	12	12	0	0

3a. All hours worked between 7:00 a.m. and 6:59 p.m. shall be considered day shift hours. Employees scheduled to work during such hours shall be considered to be working the day shift work week.

3b. All hours worked between 7:00 p.m. and 6:59 a.m. shall be considered night shift hours. Employees scheduled to work during such hours shall be considered to be working the night shift work week.

4. EFD EMS Supervisors are permitted to work overtime without restrictions. (i.e. while on vacation, personal day or calling back on duty from being sick. This excludes those on light duty and on extended sick leave.)

5. The present work schedule, as shown above in Section 2b of this Article, shall be maintained. Prior to any change in the present schedule being made, the supervisors will be consulted and given a minimum of four (4) weeks to review to ensure all members will be able to make adjustments.

6. Supervisors under the direction of the EMS Chief or Fire Director may work floating shifts to help minimize manpower issues if the Primary Supervisor for any given tour is out for an extended period of time. As long as the supervisor works forty (40) hours per week, they are still permitted to work overtime if there are available hours.

## **Article 5**

### **Exchange of Working Days**

An exchange or "swap" of a complete or partial tour of duty with another supervisor or permanent "in charge person" (ICP) may occur only with the prior approval of the Chief or his/her designee. All exchange or "swap" requests must be submitted to the Chief or his/her designee at least one (1) days prior to the anticipated "swap". Approvals of "swap" shall not be arbitrarily or capriciously denied. The one (1) day notice may be waived in cases of special need. In the event that the supervisor doing the "swap" calls out sick or has an unforeseen emergency, that person will be charge the occurrence/sick time, personal time, vacation time or holiday time.

## Article 6

### **Request for Change of Shift**

Supervisors who wish to request a change of shift may do so, in writing, to the Director or his/her designee at any time. After receiving such request, the City will make an effort to change the shift as requested, provided an opening becomes available and that said change will not infringe upon the seniority of other supervisors.

## Article 7

### **Employee Attendance**

1. Supervisors shall be present and ready for work at their scheduled starting times and at their assigned work site. If employee is running late for some unforeseen incident, they will contact the on duty supervisor to advise him/her of the situation.
2. Any employee who fails to report for a regularly scheduled shift (excluding overtime shifts) without being approved the time off shall be considered absent without leave and subject to disciplinary measures as provided by Civil Service Law.
3. Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director or his/her designee, shall subject the employee to disciplinary action.
4. Any employee who absents himself/herself for five (5) consecutive days without approved leave or notice shall be deemed to have quit.

## Article 8

### **Longevity**

1. This longevity will only be paid to employees who are on the payroll as of July 1, 2001. All future employees shall not be entitled to longevity.

2. All permanent employees covered by this Agreement and who satisfy the requirement of section 1 of this Article, shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows:

If the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1<sup>st</sup> preceding the execution date of this contract and will accordingly be computed on the new salary base.

3. Longevity will be paid in accordance with the following schedule:

Start of the 4 <sup>th</sup> year of employment to completion of 7 <sup>th</sup> year:	2%
Start of the 8 <sup>th</sup> year of employment to completion of 11 <sup>th</sup> year:	4%
Start of the 12 <sup>th</sup> year of employment to completion of 15 <sup>th</sup> year:	6%
Start of the 16 <sup>th</sup> year of employment to completion of 19 <sup>th</sup> year:	8%
Start of the 20 <sup>th</sup> year of employment to completion of 24 <sup>th</sup> year:	10%
Start of the 25 <sup>th</sup> year of employment and over:	12%

## Article 9

### **Management Responsibility**

1. It is recognized that the management of the EFD EMS Supervisors, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be specifically abridged in this Agreement, including but not limited to, selection and direction of the force, to hire, to suspend or discharge for just cause, to assign, promote, demote or transfer, to determine the amount of overtime to be worked, to decide on the number and location of facilities, to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering, and control of equipment and materials, and to purchase services of others by contract or otherwise.
2. In addition to the above, the City retains the right to transfer, at any time, the Elizabeth Fire Department Emergency Medical Division to another department.
3. City-wide employee benefits granted during the life of this Agreement will include employees covered by this contract.

## **Article 10**

### **Personnel Files**

1. The City agrees to permit each employee full inspection and examination of his/her personnel file at least once during each calendar year upon written request by the employee. The inspection shall take place during the employee's off-duty hours and in a private location provided by the employer at reasonable hours during the day. The employer may require that such inspection and examination takes place in the presence of the Director or his/her designee, and the employee may, at his/her option, have a third party present during such inspection. Written requests for photocopies of documents in personnel files shall be submitted to the Personnel Commander and shall be honored by the City.
2. In no circumstance shall the employee remove or destroy any document from the file.
3. An employee may file a written comment concerning any document in his/her file within fourteen (14) business days after his/her inspection of the file.
4. In the event charges are proffered against an employee, such employee or his/her counsel or, at the appointment of the employee, a representative of the Supervisor may have access to the contents of the file of the employee against whom charges are pending in order that said employee may properly prepare his/her defense to such charges even if this access exceeds the once yearly inspection described in paragraph 1 of this Article.
5. Prior to the entry of any critical or negative evaluation in the personnel file, the employee shall be notified of the proposed entry.
6. The contents of the personnel file shall be confidential.
7. Although the City agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection without the employee's full knowledge.



## Article 11

### **Vehicle / Equipment Maintenance**

1. It shall be the responsibility of each employee covered by this Agreement to immediately report any defective vehicle to the Fire Director or his/her designee.
2. In the event appropriate City Authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.
3. No employee covered by this Agreement shall be required to perform any mechanical work on any City owned vehicle or equipment other than routine inspection, cleaning and maintenance.

## **Article 12**

### **Mutual Aid**

The City shall acknowledge that while on duty with the City, all employees covered by this Agreement, while rendering aid to another community, in any capacity, are fully covered by worker's compensation, liability insurance, malpractice insurance, and pensions as provided by New Jersey State Law, and shall receive all the benefits to which the employee is entitled to as if working within the City of Elizabeth.

## Article 13

### **Seniority**

1. Seniority is defined to mean the accumulated length of continuous service holding the title of supervisor with the City. An employee's seniority shall be retained during an unpaid leave of absence for bona fide illness or injury certified by a physician, union business leave, unless otherwise specifically addressed in this Agreement. The city shall establish and post a seniority list with a copy forwarded to the EFD EMS Division Supervisors. Unless an objection to the seniority list as posted is made to the EFD EMS Chief within fifteen (15) business days from the date such list is received by the EFD EMS Supervisors, the list will be final.
2. Seniority shall be lost and employment terminated if any of the following occur:
  - (a) Discharge (for just cause)
  - (b) Resignation
  - (c) Absence for five (5) consecutive working days without leave or notice
  - (d) Absence for illness or injury or leave without pay for more than two (2) continuous year, unless extended by the City.
3. Seniority shall be used to determine overtime assignments, vacations, shift changes, new positions and transfer of assignments. Seniority shall be determined by continuous years of service as a supervisor, with the City. It is understood and agreed that in all cases of layoff and recalls from layoffs, seniority shall determine who is laid off and recalled.
4. Where qualifications, ability, availability, and willingness to perform are equal, length of continuous service shall be given due consideration.
5. Probationary Period. The first ninety (90) days of employment for all new supervisors covered by this Agreement shall be considered a probationary period. During the probationary period, the City may discharge such employee for any reason whatsoever.

## **Article 14**

### **Layoffs and Recalls**

1 In the event of layoffs, the City shall layoff EMT's from the Per-Diem list in reverse order of seniority, any provisionally hired EMT's and full time EMT's prior to the layoff of any EFD EMS Supervisor. Supervisor layoffs shall start with the least senior supervisor. At all times, the City shall comply with the applicable Civil Service rules/regulations of the New Jersey Department of Personnel.

2 Prior to the effective date of any layoffs, the Employer will offer the EFD EMS Supervisor an opportunity to enter into good faith discussions between the parties regarding the necessity, extent and alternatives to any prospective layoff.

3 The City shall notify the supervisors and affected employees of layoff as far in advance as possible but at least ninety (90) days prior to effective date.

## Article 15

### **Acting Chief/Administrative Position**

1. A seniority list will be maintained for the selection of those to work as an Administrative Supervisor or Chief on a temporary basis. An employee shall be paid an additional rate the difference of starting supervisors pay and starting EFD EMS Chief's/Administrative position pay.
2. A seniority list containing the names of those serving in the title of Emergency Medical Supervisor will be used to fill the EFD EMS Chief's/Administrative position on an acting basis. The most senior qualified employee will be eligible to fill the position on an acting basis for that shift.
3. Should an employee refuse the assignment, he/she must submit, in writing, to the Director or his/her designee, their reason and length of withdraw for this position.
4. The City reserves the right, should all employees covered by this Agreement, refuse to act in the higher title, to order the most senior eligible qualified employee to act in the position.
5. Upon execution of this agreement, an employee that is called in to work to act in the position of EFD EMS Chief's/Administrative position for overtime, he/she shall be paid at the rate of one and one half (1 ½) times the above agreed upon rate.
6. Upon execution of this Agreement, an employee that is called in to work to act in the position of EFD EMS Chief's/Administrative position on a Sunday or Holiday, that he/she is not regularly scheduled to work, shall be paid two times (double) the above agreed upon rate.

## Article 16

### **Holiday Time**

1. Fifteen (15) Holidays totaling 180 hrs will be given to each supervisor every calendar year. Holiday time off shall be scheduled by the Fire Director or his/her designee.
2. Employees may convert holiday time to be included into bank time as provided by Article 18, Section 10.
3. Holidays recognized by the City at the time of this Agreement are as follows:
  - a. New Years Day
  - b. Martin Luther King's Birthday
  - c. Lincoln's Birthday
  - d. Washington's Birthday
  - e. Good Friday
  - f. Memorial Day
  - g. Independence Day
  - h. Labor Day
  - i. Columbus Day
  - j. Election Day
  - k. Veteran's Day
  - l. Thanksgiving Day
  - m. Friday after Thanksgiving Day
  - n. Floating Holiday
  - o. Christmas Day
4. In the event that an employee incurs any injury resulting in an extended unpaid disability leave, the employee may utilize the existing Holiday time when the employee's sick time is exhausted.
5. Any employee covered by this Agreement, who is entitled to Holiday leave at the time of retirement, shall receive the earned Holiday time which has not been taken, effective thirty (30) days prior to the day of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her to use up accrued time off. In the event that an employee is entitled to Holiday leave at the time of his/her death, his/her Widow(er), Partner, Domestic Partner or his/her Estate shall receive the earned Holiday pay on the same basis as an employee who is retiring.
6. The Widow(er), Partner, Domestic Partner or Estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

7 Employees will be able to sell back their accrued Holiday Time and may ask for a maximum of ninety-eight (98) hours per year. The employee must notify the Director, in writing, by July 1. The City will issue the check for the buy back on the first pay period in December.

8. Supervisors requesting time off shall be granted said time prior to any other employee, less senior or of lower rank, if the Director or his/her designee denies the second employee per shift off to improve manpower issues.

9. Extra holidays declared to be such by the President of the United States, the Governor or the Mayor shall be granted to employees as additional time off.

## Article 17

### **Personal Day**

1. Supervisors may be granted four (4) twelve (12) hour Personal Leave Days during each year of this contract for any of the following reasons:
  - a. Religious observance
  - b. Death of a family member not included in the funeral leave section.
  - c. Personal, legal, business, household or family matters of an emergency nature not covered elsewhere in this Agreement, provided the employee states the specific reason for the request and such is approved in writing by the department head.
2. Personal days are not to be accumulated from year to year. Personal days must be used in the year it is granted.
3. Supervisors requesting time off shall be granted said time prior to any other employee, less senior or of lower rank, if the Director or his/her designee denies the second employee per shift off to improve manpower issues.



## Article 18

### **Vacation Time**

1. The employees covered by this Agreement shall receive vacation leave with pay according to the following schedule:

1 <sup>st</sup> year of employment:	1 day per month
Beginning the 2 <sup>nd</sup> year of service through the 5 <sup>th</sup> year:	156 Hours Annually
Beginning the 6 <sup>th</sup> year of service through the 10 <sup>th</sup> year:	180 Hours Annually
Beginning the 11 <sup>th</sup> year of service through the 15 <sup>th</sup> year:	216 Hours Annually
Beginning the 16 <sup>th</sup> year of service through the 20 <sup>th</sup> year:	240 Hours Annually
Beginning the 21 <sup>st</sup> year of service through the 25 <sup>th</sup> year:	276 Hours Annually
Beginning the 26 <sup>th</sup> year of service and after:	312 Hours Annually

2. Vacations shall normally begin following the regular "day off" of the employee.
3. When any vacation or part of it cannot be taken in the calendar year when earned because of the work load in the department, the same can be taken the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the next year.
4. The vacation period shall be the calendar year from the 1<sup>st</sup> day of January to the 31<sup>st</sup> day of December. Vacations shall be scheduled by the Director, giving preference to employee choice according to seniority, where practicable and where consistent with continued, efficient operation.
5. Any employee covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the day of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her to use up accrued time off, or such time will be forfeited. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her Widow(er), Partner, Domestic Partner or his/her Estate shall receive the earned vacation pay on the same basis as an employee who is retiring.
6. The Widow(er), Partner, Domestic Partner or Estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.
7. Upon completion of twenty-five (25) years of continuous service, the employee shall receive sixty (60) extra hours of vacation time for that year only.

8. Any employee can sell vacation time back to the City. Notice of intent to do so must be given no later than December 31<sup>st</sup> of each year. The notice to the City shall advise how many hours of vacation time the employee wishes to convert into cash. The City shall make such payment to the employee no later than the last paycheck in May. In the event that the employee incurs any injury resulting in an extended unpaid disability leave between December and May, the employee may utilize the vacation time in lieu of payment in May.

9. In the event that an employee incurs any injury resulting in an extended unpaid disability leave, the employee may utilize existing vacation time when the employee's sick time is exhausted.

10. An employee shall be permitted to convert vacation days into banked time. Said banked time shall not be payable to the employee until:

- a. Retirement, or
- b. Voluntary or involuntary separation from employment with the City, or
- c. In the event of an unpaid disability leave.

11. Supervisors requesting time off shall be granted said time prior to any other employee, less senior or of lower rank, if the Director or his/her designee denies the second employee per shift off to improve manpower issues.

## **Article 19**

### **Overtime and Compensatory Time**

1. Whenever an employee works in excess of forty (40) hours during his/her workweek as defined in Article IX, Section 2, he/she shall be paid at the rate of one and one-half (1.5) times his/her base hourly rate for such hours worked in excess of forty (40) hours.
2. Mandatory classes, as required by the City, shall be compensated by the payment of overtime at time and one-half, if the employee is not scheduled to work when the class is scheduled.
3. Mandatory Recertification Classes. In the event that the City requires a member of the bargaining unit to attend a recertification class on a non-work day, the member shall receive compensatory time at time and one-half for all hours actually spent in the class. In the event that the class is scheduled on a work day, the Supervisor shall be released from duty without loss of pay to attend the class and then may be required to return to work.
4. If there are no supervisors working on any given shift and there is a slot open for overtime, a supervisor will be called to ensure a constant flow of everyday functions.
5. Seasonal Per-diem employees shall not be offered available shifts prior to a EFD EMS supervisor if a supervisor is needed. This will ensure a constant flow of order to everyday functions
6. Payment for overtime work shall be made in the week following the week in which the overtime work was performed, provided proper documentation for overtime work has been submitted. If an employee is shorted monies in his/her pay check and the proper documentation has been submitted to prove the mistake, a separate check shall be issued immediately to resolve the issue.
7. Upon execution of this Agreement, an employee that is called in to work on a Sunday or Holiday, that he/she is not regularly scheduled to work, shall be paid two times (double) his/her hourly rate.

## **Article 20**

### **Education**

1a. Employees enrolled in either a New Jersey Department of Health certified Paramedic Program or equivalent, or for an associate's or a bachelor's degree program as a matriculated student in a government/employment related discipline shall be reimbursed as set forth below for the cost of tuition at the State College/State University rate when approved in advance, in writing by the Business Administrator. Such approval will not be unreasonably withheld.

1b. Reimbursement will be as follows:

- i. Any grade of "B" or better: 100% of State College/State University rate.
- ii. A grade of "C": 75% of State College/State University rate.
- iii. A grade less than a "C": 0% (no reimbursement will be issued)

2. Every effort will be made to adjust an employee's schedule when necessary so that he/she may take advantage of available college courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

4. In recognition that EMT Supervisors have continuing educational units to maintain their Emergency Medical Technician (EMT) license, the City will reimburse supervisors for the cost of said classes as long as pre-approval by the Business Administrator is secured.

## Article 21

### **Insurance**

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "T" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.
2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:
  - a. Apply to all eligible present and future pensioners of the employer and their dependents
  - b. Continue as long as the State of New Jersey is paying the cost of its eligible pensioners and their dependents in accordance with provisions of Chapter 75, P.L. 1972.
  - c. Provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75 P.L. 1972.
  - d. Require the local employer (the City) to pay the full cost of such premiums and Medicare charges.
3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on twenty-five (25) years or more of service credited in such retirement system, excepting the employers who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan, the premiums of which will be paid for by the City. Effective January 1, 2002, the co-payment will be increased to \$3.00 for each prescription; effective January 1, 2004, the co-payment will be increased to \$5.00 for each prescription. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) – generic mandated unless there is no generic equivalent with

generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) – mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor's certification must be prepared stating the generic is not acceptable. In the event that a brand name is specifically prescribed, the co-pay shall be at the generic co-pay rate.

5. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The premium of the dental plan will be paid for by the City.

6. Any proposed change in the insurance program(s) sought or initiated by the City shall have as the condition precedent a sixty (60) day notice period given to the supervisor. At the time of the initial notice of the intended change, the City shall supply the supervisor with full details of the proposed change including, but not limited to, the full insurance plan document and all materials necessary to fully evaluate the program. This provision shall not apply to proposed changes sought or initiated by the insurance carrier; in which case, the City shall provide notice to the EMBA as soon as possible.

7. In the event that there are legislative changes covering health benefits during the contract period for which the City may give notice of re-opener for health benefits, then the EFD EMS Supervisors shall have the right to re-open the salary increases (percentages) for the remaining years of the contract.

8. The City shall comply with all requirements set forth in the New Jersey Worker's Compensation Statute, N.J.S.A. 34:15-1 et seq., regarding medical treatment for on-the-job injuries.

9. The city shall continue to provide EFD EMS Supervisors with a health insurance plan. The city reserves the right to change health insurance carriers upon proper notification to the EFD EMS Supervisors and the new plan design coverage does not reduce the level of coverage.

## Article 22

### **Bereavement / Funeral Leave**

1. Leave with pay, not to exceed sixty (60) hours of scheduled work time, shall be granted to an employee in the event of the death of the employee's current spouse, partner, domestic partner, children, step or foster children, brothers, sisters, parents of the employee, grandparents, great-grandparents and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a dependent, is any individual whom the employee may claim as a dependent for federal income tax purposes. This leave begins at the start of the employee's next shift but the city will also take into consideration religious beliefs or medical examiner cases.
2. Leave with pay, not to exceed thirty-six (36) hours of scheduled work time, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, current sons-in-law, current daughters-in-law, or grandparents and grandchildren of the employee, current spouse, domestic partner or partner. This leave begins at the start of the employee's next shift but the city will also take into consideration religious beliefs or medical examiner cases.
3. One (1) scheduled working day of funeral leave shall be allowed in the event of the death of the employee's blood-related aunt or uncle.
4. Special cases will be referred to the Director.
5. Funeral leave with pay as provided for in this section, is intended to be used for the purpose of handling the necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be cumulative. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

## **Article 23**

### **Court Leave: Jury Duty**

1. An employee who is called to Jury Duty shall immediately notify his/her supervisor.
2. An employee who is excused from Jury Duty service on any day shall report for work on such day.
3. An employee shall not be required to report back to work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.
4. The employer retains the right to request that an employee be excused from Jury Duty because he/she is required on the job. This will be to aid in any manpower issues or to reinforce the constant flow of everyday operations.
5. An employee on Jury Duty shall suffer no loss of pay.



## Article 24

### **Court Leave: Subpoenaed Witness**

1. An employee who is subpoenaed to appear as a witness in a court of law shall immediately notify his/her supervisor.
2. An employee who is excused from appearing as a witness in a court of law on any day shall report to work on such day.
3. When an employee covered by this agreement is subpoenaed to appear as a witness in a court of law, on a day the employee is scheduled for duty, the employee shall be paid his/her regular salary during such appearance upon furnishing a copy of said subpoena to the Director or his/her designee and under the following circumstances:
  - a. The employee is subpoenaed to testify as a witness at a trial for the City or,
  - b. The employee is subpoenaed to testify as a witness to an event, which arose out of and directly relates to his/her duties of employment with the City and to which he/she observed while on duty for the City.
4. When an employee is subpoenaed to appear as a witness in a Court of Law on a day the employee is not scheduled for duty, the employee shall be reimbursed at the employee's current overtime rate for the amount of hours served in court with a minimum amount of two (2) hours of overtime. The proper documents must be completed along with a copy of the subpoena and turned in to the on duty supervisor or the Chief's office on their next scheduled shift

## Article 25

### **Injured on Duty Leave (Occupational Injury/IOD)**

1. Each employee shall be entitled to a maximum of ninety (90) scheduled shifts paid per incident for absences due to injuries or exposure occurring in the line of duty.
2. Any payments from temporary disability insurance or Workers' Compensation insurance received by the employee shall be credited toward the pay referred to in paragraph 1 of this Article.
3. Injury, illness or disability must be evidenced by a certificate of a physician designated by the City to examine the employee.
4. During an authorized leave of absence from an occupational injury as set forth above, the City will continue to pay the employee's insurance premiums as set forth in Article 21.
5. Employees returning from an authorized leave of absence from an occupational injury, as set forth above, will be restored to their original job classification and shift at the appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.
6. Employees on IOD Leave shall not be compelled to perform "light-duty" assignments unless approved by the employee's physician.

## **Article 26**

### **Leave without Pay**

1. Any permanent civil service employee desiring leave without pay for personal reasons, up to a maximum of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.
2. Leave may be granted or denied at the discretion of the Director. Not more than two (2) supervisors may be on such leave at any one time, except at the discretion of the Director. Extensions of such leaves may be granted provided that the employee requests the Director to grant an extension. Said requests must be made at least two (2) weeks prior to the date on which the initial leave or subsequent leaves would terminate. Falsification of the reason for the leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employees may be required to undergo a physical examination by a physician designated by the City prior to reinstatement.

## Article 27

### **Maternity Leave**

1. Upon request in writing to the Director, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. The employee may request that such leave be with pay to the extent of accrued sick leave and vacation time, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of the same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to herein above. When the employee's treating physician deems the employee unable to safely perform all of the obligations of her position, the employee will be reassigned to light duty until they begin maternity leave. The employee must obtain documentation from the treating physician stating that they are no longer able to safely perform all the duties of their position and outline the physical restrictions.

2. Maternity leave may be taken within the period commencing six (6) months before the anticipated birth date and ending three (3) months after the anticipated birth date. An employee in maternity leave whose pregnancy terminates prior to childbirth shall return to work within thirty (30) days of the termination of pregnancy, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicated the length of such extension.

3. An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall not be retained during a leave without pay.

4. The City shall continue to provide and maintain the employee's coverage under its group health insurance policy for a period not to extend beyond the employee's ninetieth (90<sup>th</sup>) day of unpaid leave. After the ninetieth (90<sup>th</sup>) day of unpaid leave, the employee must assume payment for the premiums under the health plan.

## Article 28

### **Military Leave**

The City agrees to comply with applicable Federal and State law regarding military leave. Where military service is required, a leave of absence without loss of seniority shall be granted for the period the military service is required and three (3) months thereafter. An employee who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his/her employment and resigned.

## Article 29

### **Sick Leave**

1. Full time members covered under this agreement will be will accrue one-hundred eighty (180) working hours of sick leave every calendar year.
2. Unused sick leave shall accumulate to the employee's credit from year to year, to be used if and when needed. Sick leave with pay may not be utilized until it has been earned.
3. Sick leave shall be as provided by Department of Personnel Rules and Regulations and as follows:
  - a. Verification of Sick Leave: an employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:
  - b. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) Certificate shall be necessary for a period of six (6) months.
4. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
5. In the case of leave of absence due to exposure to contagious disease, a certification form the Department of Health shall be required.
6. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined at the expense of the agency, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
7. *Donated Sick Leave*~ Supervisors are eligible to participate in the City's donated Sick and Vacation Leave Program. In order to donate earned sick and/or vacation time to another City of Elizabeth employee, the receiving employee must be suffering from a catastrophic health condition or injury which compels his/her prolonged absence from work. Further details about the program are available from the Personnel Division or the Department Head.
8. *Sick Leave Buy Out*~ A Supervisor who retires or who is laid off from employment from employment with the City shall be reimbursed for accumulated, unused sick time at the rate of

fifty (50%) percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$10,000) dollars. Payment shall be made within six (6) months of the effective separation date.

9. For employees who are laid off, there is no length of service requirement. All employees must have at least thirty (30) accumulated sick days to be eligible for the reimbursement.

10. In the event of an employee's death while actively employed, the employee's Widow(er), Partner/ Domestic Partner or Estate shall be reimbursed for accumulated, unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum of ten-thousand (\$10,000) dollars. Payment shall be made within six (6) months of the employee's death.

## Article 30

### **Uniform and Clothing Maintenance Allowance**

1. The City will provide each newly hired supervisor in the unit covered by this contract, with the following clothing for work purposes which shall be of good quality and in good condition: four (4) long-sleeved shirts (winter shirts), four (4) short-sleeved shirts (summer shirts), four (4) Polo Shirts, one (2) job shirts, one (1) gold name plate and all the appropriate patches
2. Clothing which is damaged as a result of job related activities shall be replaced by the City at the City's expense.
3. Clothing that is lost or damaged because of an employee's negligence shall be replaced at the employee's expense.
4. Uniforms may be replaced when worn out, at the discretion of the Fire Director or his/her designee.
5. The City shall provide each employee a voucher with a yearly amount of six hundred (\$600.00) annually, to be divided into two equal installments of three hundred dollars (\$300.00). One three hundred dollar (\$300.00) voucher will be given in the spring and the second three hundred dollars (\$300.00) voucher, will be given in the fall of every year.
6. The City shall provide to all newly hired supervisors a white fire helmet and turnout jacket that identifies their rank. The City also agrees that it will replace the body armor, fire helmet and turnout gear for all supervisors as per the manufacturer's directions.



## Article 31

### **Annual Medical Examination**

1. The Fire Director or his/her designee shall arrange each year for all the employees covered by this Agreement to have a yearly examination.
2. Said examination will reasonably respond to the nature of the duties being performed by the employee.
3. The scheduling of the said examination shall be by the Director or his/her designee.
4. The cost of the medical examination shall be borne by the City.
5. Physical examination shall include a stress EKG and all final results of the examination will be forwarded to the respective employee.
6. Copy of the final report will be forwarded to the Fire Director for his/her confidential file. The confidentiality of any report shall be maintained in accordance with HIPPA.
7. The City will provide, at its expense, annual (every twelve months) Tuberculosis testing for all employees covered by this Agreement.
8. The City will provide, at its expense and at the employee's option, annual (every 12 months) testing against Hepatitis-B and inoculation (if needed) to all employees covered by this Agreement to the extent such inoculation and testing supplies are readily available at the time of the employee's request.
9. The City will provide, at its expense and at the employee's option, annual (every 12 months) inoculation against Influenza for all employees covered by this Agreement to the extent such inoculation is readily available at the time of the employee's request.
10. Each employee shall be reimbursed for a home HIV test annually (every 12 months) provided the employee furnishes proof of the cost of the home test.

## Article 32

### **Critical Incident Stress Debriefing**

1 The City will make available to employees critical incident stress debriefing ("CISD"). In the event the debriefing is made mandatory by the City, the Fire Director or his/her designees or if services are recommended by the City's CISD provider, the time spent in CISD will be considered time worked. If the EFD EMS Supervisor requests the services of the City's CISD, the City will authorize the use of the CISD provider at no charge to the employee.

2 The employee shall provide to the Employer proof of the participation in the CISD sessions, however, no other information shall be provided or released. Any employee shall not be judged or discriminated against in any matter for using this service.

## Article 33

### **Miscellaneous**

1. A clothing locker shall be provided for each supervisor which shall be located at a convenient place in their assigned fire house and shall have a loop or mechanism to accept a curved "shank" of a standard "locker-type" lock. Said lock will be supplied by the employee to whom the locker is assigned if the employee chooses to use a lock. A gear rack shall also be supplied for each supervisor to ensure the proper storage of their turnout gear. Employees shall maintain the lockers and racks in a clean and sanitary fashion, and shall not abuse or otherwise destroy the lockers or gear racks which are provided, except for normal wear and usage.
2. Work facilities shall be adequately maintained by the City. However, general sanitary and personal cleanliness levels shall be maintained by the employees assigned to such stations or facilities.
3. At the discretion and expense of the City, all employees shall be considered for assignment to or enrollment in job-related continuing education courses, seminars, meetings, or other training programs. The Director has the full authority in all matters of this nature.
4. In the event that the employees of the Elizabeth Fire Department Emergency Medical Division are transferred to another department of the city, The EFD EMS Supervisors reserve the right to reopen this agreement to negotiate economic and noneconomic issues.

## Article 34

### **Ban on Strikes**

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
2. Since adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be and that the EFD EMS Supervisors, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance. The City agrees not to engage in any lockouts during the terms of this agreement.
3. The Director shall have the right to discipline, up to and including discharge, any employee who is in violation of this Article.
4. The EFD EMS Supervisors shall not be held liable for unauthorized acts of unit employees.

## Article 35

### **Insurance and Legal Representation**

1. Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful performance of the employee's duties, the City shall provide such employee with the necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on the complaint of the municipality shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

#### 2. Actions

A. The City agrees to continue in full force and effect insurance coverage now provided by the City to benefit and cover employees, provided said coverage is available to the City.

B. The City agrees to provide employees with the necessary means for the defense of any action or legal proceeding, civil or criminal in nature arising out of and directly related to the lawful performance of the employee's duties. The City and the President of the EFD EMS Supervisors will agree on the legal counsel retained for the members of the bargaining unit. "Necessary means for the defense of any action or legal proceeding" shall mean an outside attorney who, when selected, would owe exclusive allegiance to the member of the bargaining unit covered by this Agreement, free from municipal control, or, the services of an attorney of the employee's choosing, provided that said attorney and the City agree in advance as to the services to be rendered by said attorney and the costs thereof. Nothing herein shall preclude the member of the bargaining unit covered by this Agreement from retaining any attorney of his/her own selection to defend him/her against any action or legal proceeding arising out of and directly related to the lawful performance of the employee's duties, but absent advance agreement between said attorney and the City, as to services to be rendered by said attorney and the costs thereof, said costs shall not be the responsibility of the City. In the event that a money judgment is rendered against a member of the bargaining unit covered by this Agreement as the result of the institution of any action or legal proceeding arising out of and directly related to the lawful performance of the employee's duties, the City agrees to indemnify said member against judgment provided, however, that such indemnification shall be limited to a compensatory damage award and shall not include a punitive damage award.

- C. In the event of the award of a judgment against a member of the bargaining unit covered by this Agreement for punitive or exemplary damage, subject to the provisions of the preceding paragraph, the member may, through his/her bargaining representative, petition the City Council of the City of Elizabeth for indemnification for the payment of such punitive or exemplary damage judgment. The decision of the City Council on the petition shall be final and non-appealable to any other forum. At such hearing on such petition, the bargaining representative shall be entitled to present to City Council any information in support of his/her member's position which would justify payment of such punitive or exemplary damage judgment by the City.
  - D. All insurance policies insuring members of the bargaining unit covered by this Agreement are public records on file with the City Clerk, and are subject to examination during normal business hours.
  - E. To the extent that the provisions of the above clause are altered by a decision or decisions of the New Jersey Supreme Court after the effective date of this contract, said decision or decisions shall govern the practice between the parties with regard to legal representation covered by this clause.
3. Criminal, Quasi-Criminal and Disciplinary action commenced by the City.
- A. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any disciplinary proceeding instituted against the member by the City.
  - B. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any criminal or quasi criminal proceeding instituted against that member as a result of a complaint on behalf of the City.
  - C. Notwithstanding anything herein above contained to the contrary in subparagraphs A and B of paragraph 3 of this Article, in the event that any disciplinary proceeding instituted against the member of the bargaining unit covered by the Agreement, by the City as contemplated within subparagraph A of paragraph 3 of this Article, is dismissed or finally determined in favor of that member, he/she shall be reimbursed for the expense of his/her defense.
4. This Article shall be interpreted in accordance with all applicable laws, and with all legal and ethical requirements concerning the provision of legal representation.

## Article 36

### **Pledge against Discrimination and Coercion**

1. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, sexual orientation, perceived sexual orientation, disability, perceived disability, marital status, domestic partnership, life partnerships, race, color, creed, national origin, affectation or political affiliation.

2. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or because of any lawful activities by such employees. The EFD EMS Supervisors, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement.

## Article 37

### **Appropriation of Funds**

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

Article 37

Appropriation of Funds

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.



## **Article 38**

### **Embodiment of Agreement**

This document constitutes the sole and complete Agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

**EMERGENCY MEDICAL SERVICES SUPERVISORS**

4 year contract 7-01-2009 through 6-30-2013

Title	TIC	Range	estimated base actual base (bold)	2008		2009		2010		2011		2012	
				Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
SUPERVISING EMERGENCY MEDICAL TECH (aid)	5	03-40EMS											
1st year of employment:			68,063		58,063		59,224		60,408		62,220		62,220
2nd year of employment:			68,763		58,763		59,936		61,137		62,971		62,971
3rd year of employment:			69,463		59,463		60,662		61,865		63,721		63,721
4th year of employment:			60,163		60,163		61,366		62,583		64,471		64,471
5th year of employment & thereafter:			61,063		61,563		62,794		64,050		65,872		65,872

## Article 40

### **Severability Clause**

In the event that any Article or portion of this Agreement is declared invalid by any court of competent jurisdiction, or is invalidated by the judicial determination of any court of competent jurisdiction, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of any remaining Articles or portions of this Agreement, same remaining in full force and effect for the duration of this contract. If a provision of this contract is deemed invalid, then the parties shall meet within a reasonable time to negotiate a provision to replace the provision declared invalid.

Article 40

Severability Clause

In the event that any Article or portion of this Agreement is declared invalid by any court of competent jurisdiction, or is invalidated by the judicial determination of any court of competent jurisdiction, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of any remaining Articles or portions of this Agreement, same remaining in full force and effect for the duration of this contract. If a provision of this contract is deemed invalid, then the parties shall meet within a reasonable time to negotiate a provision to replace the provision declared invalid.

Article 41

**Term of Agreement**

This Agreement shall be in full force and effect from July 1, 2009 through and including the 30<sup>th</sup> day of June 2013. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, the party must notify the other in writing not less than ninety (90) days prior to such expiration date.

In witness whereof. The parties have caused their names to be signed on this day of 5/21/2010 2010.

City of Elizabeth, New Jersey

By: 

J. Christian Bollwage, Mayor



Date: 5/21/2010

Attest: 

, City Clerk

Elizabeth Fire Department

Emergency Medical Service Supervisors, City of Elizabeth

CITY OF ELIZABETH
APPROVED AS TO FORM 
PHYSICAL CONDITIONS
TERMS & CONDITIONS 
DESCRIPTION

By: 

President Shelly Trakowski

By: 

Secretary PAUL MARKINSON

Date: 5/21/2010

**EMERGENCY MEDICAL SERVICES SUPERVISORS**  
4 year contract 7-01-2009 through 6-30-2013

04587	Title	T/O	Range	2009		7-01-2009 (0% increase +500)		7-01-2010 (2.0% inc)		7-01-2011 (2.0% inc)		7-01-2012 (3.0% inc)	
				estimated base	actual base (bold)	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
	SUPERVISING EMERGENCY MEDICAL TECH (etd)	5	03-40EMS	58,083	58,083		58,083	59,224	60,408		62,220		62,220
	1st year of employment:			58,763	58,763		58,763	59,938	61,137		62,971		62,971
	2nd year of employment:			59,483	59,483		59,483	60,652	61,865		63,721		63,721
	3rd year of employment:			60,183	60,183		60,183	61,386	62,593		64,471		64,471
	4th year of employment			61,083	61,083		61,083	62,794	64,050		65,972		65,972
	5th year of employment & thereafter:												